

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	



## INVITATION TO BID

### BID DETAILS

<b>BID NUMBER</b>	: NPA 26-17/18
<b>ISSUE DATE</b>	: 16 March 2018
<b>COMPULSORY BRIEFING SESSION</b>	: 22 March 2018 @11h00
<b>CLOSING DATE</b>	: 10 April 2018 @11h00
<b>CLOSING TIME</b>	: 11h00
<b>DESCRIPTION</b>	: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA).
<b>CONTRACT DURATION</b>	: Three (3) Years

**COMPANY NAME** : \_\_\_\_\_

CSD SUPPLIER NUMBER	UNIQUE REGISTRATION NUMBER

Please indicate whether this document is an original or copy, tick the applicable block.

**ORIGINAL** ☐

**COPY** ☐

**SOFT COPY**

☐

**NB:** AS PER NATIONAL TREASURY CIRCULAR BIDDERS ARE REQUIRED TO REGISTER THEIR COMPANIES ON THE CENTRAL SUPPLIER DATABASE (CSD) SINCE SUPPLIERS WHO ARE NOT REGISTERED MAY NOT BE AWARDED BIDS WITH EFFECT FROM 1 JULY 2016. [HTTPS://WWW.CSD.GOV.ZA](https://www.csd.gov.za).

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## DOCUMENTS CHECK LIST

Bidders are requested to use the checklist below for documents to be submitted with a bid.

NO	DOCUMENTS SUBMITTED	TICK (✓)
1.	Certified Broad Based Black Economic Empowerment (B-BBEE) / Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE	
2.	Bidder's profile	
3.	Certified copies of Identity Documents of Directors/Members/Shareholders	
4.	At least two (2) or more reference letters of previous clients indicating client satisfaction, contract duration, project description and bid amount as per section 3	
5.	Bank Guarantee	
6.	Financial Statements	
7.	One (1) original and Two (2) copies of the bid document	

Bidder's Signature/ initial: \_\_\_\_\_

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**FULL DETAILS OF BIDDER**

**COMPANY NAME** : \_\_\_\_\_

**CONTACT PERSON** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**E-MAIL ADDRESS** : \_\_\_\_\_

**TELEPHONE NUMBER** : \_\_\_\_\_

**CELLULAR NUMBER** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

**PHYSICAL ADDRESS** : \_\_\_\_\_

**POSTAL ADDRESS** : \_\_\_\_\_

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**TOTAL BID PRICE INCL VAT** : \_\_\_\_\_

Bidder's Signature/ initial: \_\_\_\_\_

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## CONTENT PAGE

Bidders are to ensure that they receive all pages of this document, which consists of the following:

### Structure of Proposals

#### Glossary

- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Conditions of Bid
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Terms of references
- Section 7 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 8 : Declaration of Interest (SBD 4)
- Section 9 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 10 : Certificate of independent bid determination (SBD 9)
- Section 11 : The National Industrial Participation Programme (SBD 5)
- Section 12 : Confirmation Form
- Section 13 : Pricing schedule
- Section 14 : Bidder's experience

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## GLOSSARY

Award	Conclusion of the bid process and the final notification to the successful bidder
Bid	Written offer in a prescribed form in response to an invitation by NPA for the provision of goods, works or services
Briefing Session	A session that is held after the bid document is issued and before the closing date of the bid during which information is shared with potential bidders
Bidder	Organization with whom NPA will conclude a formal contract and potential Service Level Agreement subsequent to the final award of the contract based on this Request for Bid
Dti	Department of Trade and Industry
GCC	General Conditions of Contract
IP	Intellectual Property
NIPP	National Industrial Participation Programme
NPA	National Prosecuting Authority
Original Bid	Original document signed in ink
SCM	Supply Chain Management
SBD	Standard bidding document
SLA	Service Level Agreement

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**SECTION 1**
**SBD 1**
**INVITATION TO BID (PART A)**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL PROSECUTING AUTHORITY</b>					
BID NUMBER:	NPA 26-17/18	CLOSING DATE:	10 April 2018	CLOSING TIME:	11H00
DESCRIPTION	Appointment of a service provider to provide provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>National Prosecuting Authority</b>					
<b>VGM Building Weavind Park</b>					
<b>123 Westlake Avenue</b>					
<b>Silverton</b>					
<b>Pretoria</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

Bidder's Signature/ initial: \_\_\_\_\_

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	National Prosecuting Authority	CONTACT PERSON	Kedebone Shayi
CONTACT PERSON	Thabiso Mphogo	TELEPHONE NUMBER	012 845 6000
FACSIMILE NUMBER		E-MAIL ADDRESS	tenders@npa.gov.za
E-MAIL ADDRESS	tenders@npa.gov.za		

Note: The bid validity period is 90 days

Bidder's Signature/ initial: \_\_\_\_\_

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### **TERMS AND CONDITIONS FOR BIDDING (PART B)**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

Bidder's Signature/ initial: \_\_\_\_\_



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## SECTION 2

### GENERAL CONDITIONS OF CONTRACT

#### THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

##### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic

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or mechanical writing.

- |  |     |   |
|--|-----|---|
| <b>2. Application</b>  | 2.1 | These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.   |
|  | 2.2 | Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.  |
|  | 2.3 | Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.  |
| <b>3. General</b>  | 3.1 | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.   |
|  | 3.2 | With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>   |
| <b>4. Standards</b>  | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.  |
| <b>5. Use of contract documents and information; inspection.</b> | 5.1 | The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
|  | 5.2 | The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.  |
|  | 5.3 | Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.   |
|  | 5.4 | The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.   |
| <b>6. Patent rights</b>  | 6.1 | The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.   |
| <b>7. Performance security</b>                                   | 7.1 | Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.   |

Bidder's Signature/ initial: \_\_\_\_\_

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- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and

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risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packing

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## 11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## 12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## 13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or

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repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

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| <b>16. Payment</b>             | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| <b>17. Prices</b>              | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>  |
| <b>18. Contract amendments</b> | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>   |
| <b>19. Assignment</b>          | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>   |
| <b>20. Subcontracts</b>        | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>  |

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| <b>21. Delays in the supplier's performance</b> | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p> |
| <b>22. Penalties</b>                            | <p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>  |
| <b>23. Termination for default</b>              | <p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the</p>   |

Bidder's Signature/ initial: \_\_\_\_\_



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contract; or

- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from

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doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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| <b>24. Anti-dumping and countervailing duties and rights</b> | 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| <b>25. Force Majeure</b>                                     | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.   |
|  | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.   |
| <b>26. Termination for insolvency</b>                        | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.   |
| <b>27. Settlement of Disputes</b>                            | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.   |
|  | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.   |
|  | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.   |

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- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law**
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices**
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue

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| <b>33. National Industrial Participation Program (NIPP)</b> | 33.1 | The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.  |
| <b>34. Prohibition of Restrictive practices</b>             | 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).   |
|   | 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.   |
|   | 34.3 | If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor concerned. |

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### SECTION 3

#### CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention is drawn to the fact that amendments to any of the bid conditions will result in their bids being disqualified.
3. The DoJ&CD and the NPA shall not be obliged to accept the lowest or any bid, quotation, offer or proposal.
4. The DoJ&CD and the NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
5. The DoJ&CD and the NPA reserves the right:
  - 5.1. not to appoint anyone and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
  - 5.2. to award a bid to one or more service providers.
  - 5.3. to award the bid as a whole or in part.
  - 5.4. to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO - "Best and Final Offer")
  - 5.5. To amend any bid condition, validity period, or extend the closing date of bids.
  - 5.6. To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
  - 5.7. To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
6. The DoJ&CD and the NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
7. The DoJ&CD and the NPA will not be liable for any expenses incurred by the bidders during the bidding process.
8. As per National Treasury Instruction note no: 7 bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number) in order to enable the NPA to verify the bidder's tax status on Central Supplier Database.
9. Bidders are required to provide tax compliance status PIN to enable the DoJ&CD and the NPA to view their tax profile and verify the bidder's tax compliance status.
10. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation.
11. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof/ Sworn Affidavit signed by the Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a

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consolidated B-BBEE Status Level Verification Certificate must be submitted.

12. Any completion of bid documents in pencil, **correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.
13. Preferential consideration will be given to bidders that are legal entities. In the case of Regional Sub-contracting or joint venture agreement, The DoJ&CD and the NPA will enter into a single contract with a principal service provider.
14. It is compulsory for bidders to subcontract the bid to EME's, SMME's and QSE's to advance the designated groups as prescribed in Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000). The bidder must subcontract the bid to a minimum of 30%. **Failure to comply will result in disqualification in the Screening phase (Phase 1)**
15. Vehicle price increase on additional schedules will be applicable to the capital cost of the vehicle only.

#### 16. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 16.1. The DoJ&CD and the NPA reserves its right to disqualify any bidder who with or without their company / business, whether in respect of The DoJ&CD and the NPA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("**Government Entity**"), –
  - 16.1.1. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder or company / business in respect of the subject matter of this bid;
  - 16.1.2. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - 16.1.3. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of The DoJ&CD and the NPA's officers, directors, employees, advisors or other representatives;
  - 16.1.4. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
  - 16.1.5. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or
  - 16.1.6. has in the past engaged in any matter referred to above.

#### 17. **INDEMNITY**

- 17.1. If a bidder breaches the conditions of this bid and, as a result of that breach, the DoJ&CD and the NPA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process or enforcement of intellectual property rights / confidentiality obligations), then the bidder indemnifies and holds the DoJ&CD and the NPA harmless from any and all such costs which the DoJ&CD and the NPA may incur and for any damages or losses the DoJ&CD and the NPA may suffer.

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## 18. PRECEDENCE

- 18.1. This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

## 19. TAX COMPLIANCE

- 19.1. No award shall be made to a bidder whose tax affairs are not in order. The DoJ&CD and the NPA reserves the right to withdraw an award made to a bidder in the event that it is established that such bidder did not remain tax compliant for the full term of the contract.

## 20. GOVERNING LAW

- 20.1 South African law governs this bid and the bid response process. The Bidder agree to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## 21. RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL

- A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.
  - Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work will be sub-contracted with regard to the B-BBEE status level contribution must be clearly indicated.
  - A bidder may not cede or assign any part of the assignment to any person unless with a written consent of the DoJ&CD and the NPA.
22. The DoJ&CD and the NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account.
23. Under no circumstances will negotiation with any bidder constitute an award or promise / undertaking to award the contract.
24. The successful service provider(s) will be subjected to a security screening investigation by the DoJ&CD and the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to immediately cancel this contract in writing.
25. Bidders are requested to place their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each and every place where a signature is required is correctly and fully signed including witnesses where applicable.
26. The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver all required services.
27. The successful service provider must deliver vehicles within 90 days upon receipt of official order from the DoJ&CD and the NPA
28. The service provider must supply and/or deliver the service as specified.
29. Bidders must submit the proposal.
- ## 30. THE PROPOSAL SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING
- 30.1. **Bidder's profile** - Short summary and description of the key features of the bidder. The legal name of the entity, the principal business, if applicable an overview of the consortium with a description of the corporate organization of the proposing entity, including all members of the consortia and/sub-contractors, if applicable description of

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the role of the lead partner and participating companies of the consortium.

- 30.2. **References and Performance Capabilities** - The bidder must provide information that demonstrates specific and/or adequate proof of related experience and performance capabilities in providing similar service. Such claims must be supported with sufficient references to permit the DoJ&CD and the NPA to verify the claimed capabilities. To support all claims of experience presented and to assist the DoJ&CD and the NPA in reviewing and evaluating the proposals, the bidders are requested to provide the following:

- Two (2) reference letters or more of previous or current clients where similar services are offered indicating the client's satisfaction with the bidder's delivery of the services, and indicating the period of the contract i.e. Start and end Date of the contract as well as completing **Section 14**. (Note that the focus to these letters should address the relevant **work experience** of the bidder not the proposed approach to the requirement).
- The bidder must submit two (2) comprehensive curriculum vitae (CVs) for experienced individuals that the bidder intends to appoint as Lead Client Manager and Assistant Lead Client Manager for the project. The CVs must have contactable reference/s, skills and experience with duration thereof in performing fleet management or related duties.
- In case were the deployed resources are to be changed, service provider must do so in consultation with the DoJ&CD and the NPA and must be of the same knowledge, experience and skills.

- 30.3. **Bidders capacity to deliver the project: Bidder must demonstrate the capacity to deliver and amongst other the following must be addressed:**

- 30.3.1. A detailed implementation plan with timelines
  - 30.3.1.1. Ordering of vehicles
  - 30.3.1.2. Preparation of schedules
  - 30.3.1.3. Installation of tracker
- 30.3.2. During the implementation phase plan
  - 30.3.2.1. Delivery of vehicles nation wide
  - 30.3.2.2. Supply of fuel cards
- 30.3.3. Post implementation phase plan.
  - 30.3.3.1. Maintenance and support
  - 30.3.3.2. Call centre
  - 30.3.3.3. Training
  - 30.3.3.4. Renewal of licenses
  - 30.3.3.5. Booking of cars for service, etc.

- 30.4. **Operating/ business premises**- the bidder must provide documentary proof that the company has an operating office/business premises i.e. municipal account, lease agreement, telephone account. National footprint will serve as an added advantaged.

- 30.5. **Financial Stability** – Evidence must be provided on the financial capability of the bidder to carry out the project of this scale. Such evidence shall include but not limited to:

- Bidders are required to provide audited financial statement (not older than 18 months as at close of bid) presented by an Independent Auditor or financial statements signed off by Accounting Officer in the case of a Close Corporation.



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- Bank guarantee - Bidders are required to demonstrate their financial credibility. Submit a Bank Guarantee indicating that the bank will irrevocably honour and guarantee an estimated minimum amount of 10% of the bid price including the validity guarantee period. **(Note: the focus of the letter should address the guarantee amount and validity period).**

30.6. **Fleet Management report** – the bidder must provide detailed example of monthly report which will include vehicle register, accidents, servicing, traffic fines and fuel expenditure.

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## SECTION 4

### BID SUBMISSION REQUIREMENTS

#### 1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

- 1.1 NPA invites bids from bidders who comply with the requirements for this bid. In view of the scope of work required in this bid, NPA has decided that the bidder must:

- Be able to deliver the scope and breadth of services as required.
- Comply with all other requirements as stipulated in the bid document.

#### 2. FRAUD AND CORRUPTION

- 2.1 All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

#### 3. CLARIFICATION / QUERIES

- 3.1 Telephonic requests for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference/specifications, or any other aspect concerning the bid or bid document, is to be requested in writing (letter, facsimile or e-mail) from the following contact person, stating the bid reference number:

Bid Enquiries : Thabiso Mphogo  
 E-mail : [tenders@npa.gov.za](mailto:tenders@npa.gov.za)

- 3.2 Queries received will be responded to within two (2) working days of receiving the query.
- 3.3 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.

#### 4. COMPULSORY BRIEFING SESSION AND SITE INSPECTION

- 4.1 A compulsory briefing session will be held at the following address:

Venue and address	Date	Time
NPA VGM Building 123 Westlake Avenue Weavind Park, Silverton - Pretoria	22 March 2018	11h00-13h00

- 4.2 ***Attendance of this briefing session is compulsory; failure to attend will result in disqualification of your bid proposal.***

- 4.3 Bidders will get a copy of the bid document at the reception, **VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria**, and the soft copy will be available on the **NPA website ([www.npa.gov.za](http://www.npa.gov.za))** and National Treasury E-portal

- 4.4 Bidders must complete and sign the attendance register at the briefing session.

- 4.5 If the bidder chooses to attend the briefing session and site inspection, the bidder must attend in person or send a representative.

- 4.6 Bidders will be allowed to conduct a site inspection of the buildings after the briefing session is concluded.

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

## 5. SUBMITTING BIDS

- 5.1 One (1) original, two (2) copies and optional CD (soft copy) of the bid proposals must be handed in / delivered to the address indicated below:

PHYSICAL ADDRESS	POSTAL ADDRESS
NATIONAL PROSECUTING AUTHORITY VGM BUILDING WEAVING PARK 123 WEST LAKE AVENUE SILVERTON PRETORIA	NATIONAL PROSECUTING AUTHORITY THE BID OFFICE PRIVATE BAG X 752 PRETORIA 0001

- 5.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date and time of the bid on the addresses as outline in paragraph 5.1 above. The NPA will NOT take responsibility for any bid documents received late.

**NB: Bidders must indicate on the cover page of each document whether it is an original or a copy.**

- 5.3 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 5.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 5.5 The NPA will not accept responsibility for any documentation, which gets lost.
- 5.6 An original version of the bid must be submitted. The original version must be signed in ink, by an authorized employee or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 5.7 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting the bulky documents .NPA will not take responsibility for the bid documents left anywhere else either than the tender box as indicated in paragraph 5.1 above. Bidders are encouraged to call 012 845 6255 or to email to [tenders@npa.gov.za](mailto:tenders@npa.gov.za) to make arrangements

## 6. MARKING ON BID ENVELOPE / PACK

- 6.1. Bids must be submitted in a sealed envelope, or sealed pack if too big for an envelope, marked as follows:

- |   |   |                         |
|---|---|-------------------------|
| <input type="checkbox"/> Attention                          | : | Tender Box :            |
|   | : | Supply Chain Management |
| <input type="checkbox"/> Bid number                         | : | NPA 26-17/18            |
| <input type="checkbox"/> Closing date and time              | : | <b>10 April 2018</b>    |
| <input type="checkbox"/> The name and address of the bidder | : |                         |

- 6.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date of the bid on the addresses as outline on paragraph 5.1 above. The NPA will NOT take responsibility for any bid documents received late.

- 6.2 Documents submitted on time by bidders shall not be returned

Bidder's Signature/ initial: \_\_\_\_\_

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## 7. LATE BIDS

- 7.1. Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00am or any time thereafter. The tender (bid) box shall be locked at exactly 11:00am and bids arriving late will not be considered under any circumstances, such as traffic problems, getting lost etc. Bidders are therefore strongly advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of bid.
- 7.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

## 8. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

### From Pretoria City Centre

Take the Pretoria Road (extension of Church Street East) leading to Silverton. Turn left (north) into Creswell Street opposite the Botanical Gardens. Proceed until you get to the second street and turn left into Hartley Street. Continue straight ahead, this will take you to the main entrance of the VGM building.

### N1 from North

Take the Stormvoël turn-off. Turn left at the traffic light. At the next robot turn right into the street leading to Koedoespoort. Proceed through Koedoespoort over the 3-way stop. At the next street, turn right into Hartley Street which will lead you to the main entrance of the VGM Building.

### N1 from South (coming from Johannesburg)

Take the Polokwane/Krugersdorp turn-off and follow the Polokwane N1 leading to the North. Proceed past Centurion and skip the following turn-offs: Botha Avenue, Alberton (old Jan Smuts), Rigel Avenue and Atterbury Road.

Take the Lynnwood Road turn-off and turn right into Lynnwood Road, over the highway and immediately left into Meiring Naude (direction CSIR). Pass the CSIR until you get to a T-junction with Cussonia Street. Turn left, keeping to the right side of the road. Take the curve right in front of the CBC School. At the second robot turn left into Creswell Road and at the second street thereafter turn left into Hartley Street. This will take you to the main entrance of the VGM Building. **Bidders should allow time to access the premises due to security arrangements that need to be observed.**

## 9. ACCESS TO INFORMATION

- 9.1 All bidders will be informed of the status of their bid once the bid process has been completed.
- 9.2 Requests for information regarding the bid process will be dealt with in line with the NPA SCM Policy and relevant legislation.

## 10. REASONS FOR REJECTION

- 10.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

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10.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:

- 10.2.1 Have abused the SCM system of NPA;
- 10.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
- 10.2.3 Have failed to perform on any previous contract and the proof exists;
- 10.2.4 Such actions shall be communicated to the National Treasury.

10.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.

10.4 Bidders that fail to submit a bid proposal in terms of section 3, clause 30.

## **11. CANCELLATION OF BID PROCESS**

11.1 The bid process can be postponed or cancelled at any stage provided such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the bid relates.

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## SECTION 5

### EVALUATION AND SELECTION PROCESS

All bids received will be evaluated in accordance with the **90/10** preference point system as prescribed in the Preferential Procurement Regulation of 2017. The evaluation process comprises of the following phases:

#### PHASE 1: SCREENING PROCESS (COMPLETENESS OF DOCUMENTATION)

During this phase bids will be reviewed to determine compliance with all standard bidding documents, and such documents must be signed by a duly authorized representative.

#### PHASE 2: MANDATORY REQUIREMENTS EVALUATION PROCESS

Only bidders that have met the screening process will be qualified for mandatory requirements evaluation process. In this phase the evaluation will be based on bidder's response in terms of whether they "**comply**".

##### 1. Special instructions to the bidders

- 1.1 All the compliance requirements in this section are mandatory.
- 1.2 Bidders are required to tick 'comply' for each and every mandatory requirement. **Partial Comply and blank responses will lead to disqualification.**
- 1.3 Bidders must provide comments/information on the compliance with the mandatory requirements. Such additional information to support the compliance statements must be properly referenced under the reference column in the proposal. The Bid Evaluation Committee will not take responsibility for incorrect referencing.
- 1.4 The bidder shall provide full responses to all mandatory requirements posed in this proposal. The bidder must substantiate on how the requirements listed on the said paragraphs will be satisfied. **Failure to substantiate will lead to disqualification.**
- 1.5 Should bidders have a reason/s to believe that the technical specifications are not open; the bidder shall notify NPA Bid section within ten (10) days after the publication of the request.

#### MANDATORY COMPLIANCE REQUIREMENTS

Bidders must meet the following functional/technical criteria. Bidders who do not meet all the functional/technical criteria will be disqualified from further evaluation:

Description	Comply (100%)	Reference
The service provider must comply with all requirements as discussed in the terms of reference- Contract Governance, General Business and Administrative Requirements as stipulated in paragraph 3.5 of the terms of reference.		
The service provider must comply with all requirements as discussed in the terms of reference- Supply of vehicles and equipment meeting the additional requirement as stipulated in paragraph 3.6 of the terms of reference.		
The service provider must comply with all requirements as discussed in the terms of reference – Procurement of vehicles and equipment as stipulated in paragraph 3.7 of the terms of reference.		

Bidder's Signature/ initial: \_\_\_\_\_

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The service provider must comply with all requirements as discussed in the terms of reference- Full service and maintenance of vehicles as stipulated in paragraph 3.8 of the terms of reference.		
The service provider must comply with all requirements as discussed in the terms of reference- Comprehensive insurance as stipulated in paragraph 3.9 of the terms of reference.		
The service provider must comply with all requirements as discussed in the terms of reference-fuel fund system as stipulated in paragraph 3.10 of the terms of reference.		
The service provider must comply with all requirements as discussed in the terms of reference-Vehicles tracking as stipulated in paragraph 3.11 of the terms of reference.		
The service provider must comply with all requirements as discussed in the terms of reference-Utilization management by business unit as stipulated in 3.12 of the terms of reference.		
The service provider must comply with all requirements as discussed in the terms of reference- Traffic fine management as stipulated in paragraph 3.13 of the terms of reference.		
The service provider must comply with all requirements as discussed in the terms of reference- Fleet management training as stipulated in paragraph 3.14 of the terms of reference.		
The service provider must comply with all requirements as discussed in the terms of reference-Management information system accessible by the DoJ&CD and the NPA as stipulated in paragraph 3.15 of the terms of reference.		

### PHASE 3: FUNCTIONALITY EVALUATION CRITERIA

Only bidders that have qualified on mandatory requirements evaluation process will be evaluated for functionality. At this phase, the evaluation process will be based on the bidder's responses in respect of the bid proposal. Bidders who score a minimum qualifying score of 60% (per cent) or more out of 100 on functionality will qualify to the next phase.

Functionality of the proposals will be evaluated on a scale of **0-5** in accordance with the criteria below. The rating will be as follows: 0=non submission; 1=poor; 2=Average; 3=Good; 4= Very Good and 5= Excellent

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FUNCTIONALITY EVALUATION CRITERIA	WEIGHT
<b>1. Bidders capacity to deliver the project: Bidder must demonstrate the capacity to deliver and amongst other the following must be addressed:</b>	<b>30</b>
<b>A detailed pre implementation plan with timelines</b> <ul style="list-style-type: none"> <li>• Ordering of vehicles</li> <li>• Preparation of schedules</li> <li>• Installation of tracker</li> </ul>	<b>10</b>
<b>During the implementation phase plan</b> <ul style="list-style-type: none"> <li>• Delivery of vehicles nation wide</li> <li>• Supply of fuel cards</li> </ul>	<b>10</b>
<b>Post implementation phase plan.</b> <ul style="list-style-type: none"> <li>• Maintenance and support</li> <li>• Call centre</li> <li>• Training</li> <li>• Renewal of licences</li> <li>• Booking of cars for service, etc.</li> </ul>	<b>10</b>
<b>2. Experience and performance capabilities</b>	<b>20</b>
<b>2.1 Bidders must demonstrate the related experience in fleet management services and outline the capability of the company by submitting documentary proof in a form of at least to (2) or more reference letters (on letter head of referee and signed by the relevant authority) confirming the value and the period of the contract (start and end date), where similar services were rendered</b> <ul style="list-style-type: none"> <li>• Non submission and less than one (1) year =0 point</li> <li>• One (1) year to two (2) years =1 points</li> <li>• Above Two (2) years to three (3) =2 points</li> <li>• Above Three (3) years to four (4) =3 points</li> <li>• Above Four (4) years to five (5) =4 points</li> <li>• Five (5) years and above =5 points</li> </ul>	<b>10</b>
<b>2.2 The bidder must submit two (2) comprehensive curriculum vitae (CVs) for individuals that the bidder intends to appoint as Lead Client Manager and Assistant Lead Client Manager for the project. The CVs must have at least two (2) contactable references, skills and experience with duration thereof in performing fleet management or related duties.</b>	<b>5</b>
<b>Lead Client Manager</b> <ul style="list-style-type: none"> <li>• Non submission and less than one (1) year =0 point</li> <li>• One (1) year to two (2) years =1 points</li> <li>• Above Two (2) years to three (3) =2 points</li> <li>• Above Three (3) years to four (4) =3 points</li> <li>• Above Four (4) years to five (5) =4 points</li> <li>• Five (5) years and above =5 points</li> </ul>	
<b>Assistant Lead Client Manager</b> <ul style="list-style-type: none"> <li>• Non submission and less than one (1) year =0 point</li> <li>• One (1) year to two (2) years =1 points</li> <li>• Above Two (2) years to three (3) =2 points</li> <li>• Above Three (3) years to four (4) =3 points</li> <li>• Above Four (4) years to five (5) =4 points</li> </ul>	<b>5</b>

Bidder's Signature/ initial: \_\_\_\_\_



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FUNCTIONALITY EVALUATION CRITERIA	WEIGHT
<ul style="list-style-type: none"> <li>Five (5) years and above =5 points</li> </ul> <b>NB: Non-submission of experience reference letters and CV's of the resources will score Zero (0) Points.</b>	
<b>3. Financial Stability</b>	
Financial Stability: the bidder must provide the latest audited financial statements (not older than 18 months as at close of bid) as presented by an independent auditor or financial statements signed off by Accounting Officer in the case of Close Corporations. Points will be allocated as follows: <ul style="list-style-type: none"> <li>Submission of financial statements as per paragraph 30.5 of section 3 = 5 points</li> <li>Submission of bank guarantee as per paragraph 30.5 of section 3 = 5 points</li> <li>Positive outlook as per audit opinion/ outcome = 5 points</li> </ul> Non-submission of financial statement and bank guarantee will score Zero (0) Points.	10 10 10
<b>4. Fleet Management reports</b>	
The bidder must demonstrate their ability to provide monthly management reports. <ul style="list-style-type: none"> <li>One (1) report =1 point</li> <li>Two (2) reports =2 points</li> <li>Three (3) reports =3 points</li> <li>Four (4) reports =4 points</li> <li>Five (5) and more reports =5 points</li> </ul> <b>NB: Bidders must submit reports listed in paragraph 3.15.2.1. Single report that addresses more than one report as per list on paragraph 3.15.2.1 will be considered.</b>	20
<b>Functional Total</b>	<b>100</b>
<b>Threshold</b>	<b>60%</b>

The percentage for functionality will be calculated as follows:

$$Ps = \frac{so}{ms} \times 100$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms = maximum possible score, i.e. 5x (a) 100 = 500

Ap = percentage allocated for functionality (in this bid = 100)

- The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the marks scored for each criterion.
- The scores for each criterion will be added to obtain the total score.
- This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 60% on functionality will be evaluated and scored in terms of Price and B-BBEE status level contribution preference points.
- Bidders not meeting a minimum qualifying score of 60% on functionality will be disqualified.

#### PHASE 4: PRICE AND B-BBEE STATUS LEVEL CONTRIBUTION

Preference points claimed by bidders will be added to the points scored for price.

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## SECTION 6

### TERMS OF REFERENCE: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE FLEET MANAGEMENT SERVICES FOR A PERIOD OF THREE (3) YEARS.

#### 1. PURPOSE OF THE BID

- 1.1 The purpose of this bid is to appoint a service provider to provide fleet management services for a period of three (3) years.

#### 2. SCOPE OF SERVICES

- 2.1. In conducting its business, the DoJ&CD and the NPA use a fleet of plus or minus 791 vehicles, however fleet management is not the DoJ&CD and the NPA's core function; DoJ&CD and the NPA will outsource the whole fleet management system for a period of three years.

It is further the DoJ&CD and the NPA's intention to have in place at the conclusion of the contract a process that complies with National Treasury Practice Notes 5 of 2006 in respect of finance and or operating leases and it would be incumbent on the bidders to demonstrate and ensure compliance in this matter.

- 2.2. The appointed service provider will be required to provide Fleet Management Services to both DoJ&CD and the NPA. The services required are inter alia as follows:

- 2.1.1 Supply vehicles and equipment meeting the DoJ&CD and the NPA's requirements
- 2.1.2 Maintain and service the vehicles
- 2.1.3 Provide comprehensive insurance for the entire rental period with no excess payments
- 2.1.4 Roadside assistance
- 2.1.5 Establish and manage a fuel fund system allowing for fuel, oil and toll fees, cashless to the drivers
- 2.1.6 Vehicle tracking and monitoring
- 2.1.7 Traffic fine management
- 2.1.8 Fleet management workshop (training)
- 2.1.9 Management information system
- 2.1.10 Supply of operational and management reporting

#### 3 REQUIREMENTS

- 3.1 This section contains the high level of the services required from the service provider and allows bidders the opportunity to develop and propose innovative services. In certain instances, however the special operating requirements make certain elements mandatory.

- 3.2 In line with the business requirements of the DoJ&CD and NPA, bidder's proposals must comply with the minimum requirements contained in this section

- 3.3 The DoJ&CD estimates the following number of plus or minus 319 vehicles will be required:

Vehicle category	Total	EC	FS	GP	KZN	LP	MP	NC	NW	WC	H/Q
Light 1400cc sedan – Manual	146	71		15	22	20	10	18	30	10	5
Light 1600cc sedan – Manual	15		12	6			10				5
Light LDV Single Cab 4x2 -1600cc Including a Canopy - Diesel only	19	15	4	4		4			10	5	
Light LDV Single Cab 4x2 -2.0 (Ordinary Long Wheel Base) Including a canopy - Diesel only	9		2	2	4	4				5	1

Bidder's Signature/ initial: \_\_\_\_\_

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Light LDV Double Cab 4x2 -2.4 Including a canopy - Diesel only	11				1			8	10		2
Light LDV Double Cab 4x4 - 2.4 Including a canopy - Diesel only	1				1						
Mini-Bus 22 seater 2000cc - Diesel only									3		
<b>Total</b>	<b>319</b>	<b>86</b>	<b>18</b>	<b>27</b>	<b>28</b>	<b>28</b>	<b>20</b>	<b>26</b>	<b>53</b>	<b>20</b>	<b>13</b>

**Please note:** The number of vehicles required may change and the final number will be determined in conjunction with the appointed service provider.

Head Quarters - HQ in Gauteng Province

3.4 The NPA estimates the following number of plus or minus 472 vehicles will be required:

Vehicle category	Total	EC	FS	GP	KZN	LP	MP	NC	NW	WC
Light 1600cc sedan – Manual	402	85	34	73	31	58	43	17	18	43
Light 1600cc sedan – Automatic	12	1	1	2	7					1
Light 2.0 sedan – Manual	2			2						
Light LDV Single Cab 4x2 - 2.0 (Ordinary – Long Wheel Base) Including a canopy-Diesel only	20	7	3	3		5	1	1		
Light LDV Double Cab 4x2 - 2.4 Including a canopy -Diesel only	15	3	3	3			2		4	
Light LDV Double Cab 4x4 - 2.4 Including a canopy-Diesel only	21	6	1	2	3	2		5		2
<b>Total</b>	<b>472</b>	<b>102</b>	<b>42</b>	<b>85</b>	<b>41</b>	<b>65</b>	<b>46</b>	<b>23</b>	<b>22</b>	<b>46</b>

**Please note:** The number of vehicles required may change and the final number will be determined in conjunction with the appointed service provider.

3.5 Estimated monthly utilization per vehicle per month to be:

Category of vehicle	Estimated kilometres per month
Light 1400cc sedan – Manual	3 000
Light 1600cc sedan – Manual	3 000
Light 1600cc sedan – Automatic	3 000
Light 2.0 sedan – Manual	3 000
Light LDV Single cab 4x2 - 1600cc Including Canopy - Diesel only	3 000
Light LDV Single Cab 4x2 - 2.0 (Ordinary – Long Wheel Base) Including a canopy - Diesel only	3 000
Light LDV Double Cab 4x2 - 2.4 Including a canopy - Diesel only	3 000
Light LDV Double Cab 4x4 - 2.4 Including a canopy -Diesel only	3 000
Mini-Bus 22 seater 2000cc - Diesel only	3 000

**Please note:** The actual travelling distance per month will vary from month to month.

3.5 General Business and Administrative Requirements

3.5.1 The Fleet Management Service Provider is responsible for providing suitably competent and professional resources to service both the Department of Justice and Constitutional

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Development (DoJ&CD) and the National Prosecuting Authority (NPA) for all of the requirements; amongst other human resources the following resources must be made available:

#### 3.5.1.1 Lead client service manager and assistant

3.5.2 The Fleet Management Service Provider resources shall be available during normal operating hours as and when required. An emergency after hour support system must be available, seven (7) days a week, 365 days a year.

3.6 Supply of vehicles and equipment must meet the following additional requirements

- Fixed rental costs on schedules over the specified rental period with no end of term penalties
- Vehicle price increase on additional schedules must be applicable to the capital cost of the vehicle only.
- All other costs will be fixed from beginning to end of the contract.
- The service provider has to provide the time frame to supply and deliver vehicles upon receipt of official order.
- Guaranteed maintenance costs over the specified rental period with no end of term penalties
- Replace vehicles that travelled 120 000 km in the contract period with no penalties, the replacement vehicle should finish the term of the returned vehicle

#### 3.7 Procurement of vehicles and equipment

- Prices to be less or equal to the most recent RT57 schedule
- Canopies
- Annual registrations
- Replacement disks
- Re-registrations when required for security reasons
- Facilitate the fitment of specialized equipment as per the specifications provided by the DoJ&CD and the NPA should a need arise
- Provision of short and long term ad-hoc rentals should the need arise.

3.7.1 Prices quoted for vehicles should include the costs of standard items

- Radio/CD
- Air conditioning
- Car Mats

3.7.2 The service provider will be responsible to provide the following services as a minimum in respect of long term:

- Only new vehicles may be provided at the onset of the rental period
- The service provider must deliver vehicles within 90 days upon receipt of official order from the DoJ&CD and the NPA
- Replacement and relief vehicles should be of equivalent nature and may not be older than three (3) years and the odometer reading must be less than 120 000 km. This would apply when the need arises to replace an accident-damaged or faulty vehicle until it's repaired or replaced.
- The service provider has to provide fleet services with a guaranteed availability of 24 hours a day, 7 days a week, and 365 days a year.
- The price quoted should include comprehensive insurance for the entire rental period with no excess payments
- The service provider is responsible for ensuring that vehicles are fitted with alarms, immobilizers, tracking units and/or any other electronic mechanisms to prevent and/or deter theft/losses
- Vehicles must at all times be fully licensed and road worthy with the appropriate licensing authorities. The display of the licence disk once supplied will be the

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responsibility of the DoJ&CD and the NPA.

3.7.3 The service provider will be responsible to provide short term/ ad-hoc (between 1 day to 6 months) rentals as and when the need arise. It must be noted that the Total bid price will be exclusive of short term/ ad-hoc rental costs.

### 3.8 Full service and maintenance plan

3.8.1 NPA requires the following services in this regard:

- Comprehensive motor plan is required to cover service and maintenance of vehicles
- Cashless services for drivers
- Replace vehicles in the event of services or mechanical repairs taking longer than 48 hours to complete
- Emergency after-hours provision

3.8.2 The service provider must ensure that a motor plan is purchased for each vehicle prior to delivery. All vehicles have to be in good working order at all times and shall be serviced or repaired:

- In compliance with manufacture's specification
- As required from time to time
- Users shall be informed in advance of services to allow for efficient planning
- The motor plan should include, but not be limited to the replacement of batteries, brake pads and tyres etc.
- All services shall be carried out at authorized repair agents by technical personnel certified by the manufacturer
- Only new original equipment manufacturer spare parts may be used (no pirate or second hand parts)
- Invoices in respect of services shall be retained and be produced on demand
- On return the DoJ&CD and the NPA shall inspect a vehicle and shall within 2 working days of return of the vehicle sign-off its satisfaction with the service, maintenance or repairs affected
- In the event that the service does not produce the required results (recurring problems) the service provider shall provide at its cost a replacement vehicle of equivalent nature until the original vehicle is available

3.8.3 The service provider is responsible to provide all services required in the event of a breakdown, including:

- Vehicle towing and recovery within defined service levels
- Provision of alternative accommodation to stranded drivers
- The collection of stranded drivers and returning them to the office or their homes as may be requested
- Provide replacement vehicle to the driver for continuation of the business

3.8.4 A temporary replacement vehicle shall be provided for the remainder of the time or until such time as the original vehicle in question is returned in a fully functional and repaired state to the DoJ&CD and the NPA. **The following services will not be allowed without prior authorization:**

- Excess kilometre charges (where applicable)
- Fuel card replacement
- Fuel card provision for ad-hoc vehicles and top up fuel for said vehicles
- Duplicate licenses

### 3.9 Comprehensive Insurance

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

3.9.1 The service provider must ensure that all vehicles are fully and comprehensively insured at all times. The price quoted should include comprehensive insurance for the entire rental period with no excess payments

3.9.2 The service should include

- Accident Management
- Substitute vehicles in the event of accidents (write-offs) or repairs taking longer than forty eight (48) hours to complete
- In the event of the write-off, the replacement vehicle should finish off the term of the write off vehicle
- Emergency after hours provision
- Locksmith service
- Out of fuel service
- Jump start service

3.9.3 In respect of accident and breakdown it is expected of the service provider to provide a proposal on how to deal with the drivers and official passengers that would be stranded.

3.9.4 In the unfortunate circumstance that an accident occurs, the service provider should provide the following:

- Vehicle towing and recovery within a defined service levels
- The collection of stranded drivers and return to home or office as may be requested
- Provide replacement vehicle to the driver for continuation of the business
- Arrange and manage vehicle repairs/ replacements
- Arrange and manage the insurance claim process
- Manage claim recovery, where applicable
- Provide rental vehicles together with a fuel card should the repair work or replacement take longer than 48 hours
- Report the accident or events requiring medical emergency services to the relevant institutions

3.10 Fuel fund system

3.10.1 The service provider will be required to establish and manage a fuel fund or similar arrangement allowing a cashless mechanism to drivers to purchase fuel, oil and cover all toll and e-toll charges.

3.10.2 All service providers should also include an e-fuel option in their proposal. The proposal must include a pricing plan.

3.10.3 The DoJ&CD and the NPA will provide funds for the fuel fund and shall maintain a minimum balance by replenishing it from time to time. The service provider will further be responsible for:

- Monthly reconciliations of all fuel costs per Cost Centre
- Providing support in obtaining evidence from service stations (video footage) and the bank (copies of vouchers and transaction reports) when the cards are misused
- Daily reporting on all exceptions
- All vehicles travelling on roads with toll gates that accept e-tags are fitted with the relevant e-tag.

3.11 Vehicle tracking

3.11.1 Each vehicle must be equipped with a vehicle identification device. The proposal should include the proposed system and a rollout plan thereof.

- The tracking device must log all the routes travelled by the vehicle against the driver.
- The abuse of vehicles (driving behaviour etc.) must also be logged

Bidder's Signature/ initial: \_\_\_\_\_

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Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
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- The service provider must supply trip reports (i.e. electronic logbooks)
- The data collected by the tracking device must be of such a standard that it can be used in court of law and shall remain the property of NPA.
- No data may be deleted
- The service provider shall provide daily reports on all predetermined exceptions.
- The tracking data must be kept under the strictest security measures and the bidders must demonstrate how this would be achieved
- Tracking of drivers and vehicles actively on request or passively by viewing vehicle movements on a local map, and be notified in real-time of driving violations. Some of the benefits envisaged from reliable tracking system would include inter alia know who is driving the vehicle, and when, know where the vehicle is going, pre-define locations to minimize vehicle abuse, know as soon as exceptions occur in vehicles, be alerted in real time via SMS when vehicles enter user-defined no-go zones or other restricted locations and improve the safety of drivers and vehicles.
- The fitted tracking system should assist the DoJ&CD and the NPA in measuring and managing employee's performance in understanding when drivers start and stop trips, which will help to objectively record working and driving hours.
- Track and trace stolen vehicles

### 3.12 Utilization management

- This would require the service provider to monitor and report monthly kilometre usage of vehicles (highlight over and underutilization of vehicle).
- They will also advise on the need for relocation/swapping of vehicles or in instances the return of the vehicles to the service provider to balance utilization.
- Bidders must demonstrate what they perceive their role to be in this respect and how they would add value.

### 3.13 Traffic fine management

#### 3.13.1 The service provider is responsible for ensuring that:

- All offenders (drivers) are identified and fines are redirected in the name of the offender (driver)
- All costs associated to redirect a fine to an offender's (driver's) will be for the offender's (driver's) account

### 3.14 Fleet management workshop

#### 3.14.1 The service provider is responsible to provide fleet management workshop to:

- NPA fleet managers to effectively manage the fleet activities in his or her department.
- The workshop shall be bi-annual to accommodate current and new Fleet Managers.

### 3.15 A Management Information System accessible by the DoJ&CD and the NPA

#### 3.15.1 The bidder is responsible for providing a management information system to enable and facilitate the efficient provision of services in a manner that supports the following goals:

- All fleet information is accurate, complete and valid
- The system must be Web based, real time and available 24/7
- Queries can be customized to allow management access to information in a format that is relevant and useful and supports decision making thereby allowing effective utilization of resources
- Audit trails will be retained for use as may be required
- Identified NPA employees must have access with unique identification to the management information system and must be able to download all data into excel

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3.15.2 Customization and consolidation of management reports by cost center, incorporating inter alia:

3.15.2.1 Monthly reports required

- Vehicle register
- Accidents
- Servicing of vehicles
- Fines
- Fuel and related expenditure reconciliation

3.15.2.2 Weekly reports required

- Afterhours and weekend usage
- Speeding and driver behaviour
- Utilization
- Needs analysis per cost centre

**Please note:** All the data collected and compiled by the service provider is and will remain the property of the DoJ&CD and the NPA.

### 3.16 Administration

3.16.1 Payment Mechanism

3.16.1.1 Rental payments will be made per rental schedule for the vehicles and equipment.

3.16.1.2 Fuel fund

- The DoJ&CD and the NPA shall top-up the fuel fund to ensure that the minimum balance is always available. The service provider shall invoice the DoJ&CD and the NPA a monthly fuel fund administration and management fee.
- The service provider will reconcile the fuel fund on a monthly basis and submit the reconciliation to the DoJ&CD and the NPA on a monthly basis. This reconciliation must form part of the monthly invoice pack.

3.16.2 Monthly invoice pack

- An invoice pack must be submitted to the DoJ&CD and the NPA Head Office on a monthly basis. This pack must contain a consolidate tax invoice, a summary for each identified Cost Center as well as the fuel fund summary.
- The cost center detailed report must also be sent to the individual cost center for verification on a monthly basis.
- All invoices must include VAT at the prescribed rate.

3.16.3 Payment

- The DoJ&CD and the NPA shall reconcile the invoices and settle the account via electronic fund transfer within 30 days from date of receipt of the invoice.

### 3.17 VALUE ADDED SERVICES

The service provider must propose a car wash facility service that will assist the DoJ&CD and the NPA to keep the vehicles clean. The proposal must include a pricing plan.



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### 3.18 RISKS

The table below presents a summary of the risks, their description and proposed allocation.

<b>Risk</b>	<b>Description</b>	<b>Allocation</b>
Unexpected repairs	<ul style="list-style-type: none"> <li>▪ All repairs are managed under either the full motor plan purchased with the vehicle, or when due to proven negligence/driver abuse then repaired under managed maintenance after authorisation from appropriate delegated official.</li> <li>▪ Definition of Full Motor plan is as follows: <ul style="list-style-type: none"> <li>○ Scheduled Servicing</li> <li>○ Non scheduled maintenance, and</li> <li>○ Commencing from the expiry of the warranty of the vehicle, where applicable, mechanical failure repairs.</li> </ul> </li> <li>▪ Definition of Managed Maintenance is as follows: <ul style="list-style-type: none"> <li>○ Method and process of paying for costs outside of the scope of the Full Maintenance plan.</li> </ul> </li> </ul>	To be managed by service provider
Defective repairs	<ul style="list-style-type: none"> <li>▪ Managed under the 'Managed Maintenance' controlled by the appointed service provider and revert to dealer/manufacture in the event of long-term problems.</li> </ul>	To be managed by service provider
	<ul style="list-style-type: none"> <li>▪ It would be incumbent on the Transport Officer to communicate any problems, in a timeous manner, to enable the service provider, to act on such defective repairs.</li> </ul>	DoJ&CD and NPA
Delays in repairs and maintenance	<ul style="list-style-type: none"> <li>▪ The service provider must monitor that all vehicles are repaired in a timeously manner. Any delays must be reported to the DoJ&amp;CD and the NPA Fleet section immediately.</li> </ul>	Appointed service provider once informed.
Fuel fraud/theft	<ul style="list-style-type: none"> <li>▪ Fuel card usage monitored through daily reports for exceptions against vehicle norms and collecting all evidence such as video evidence and copies of signed slips from the garages.</li> <li>▪ Reports supplied to Transport Officer concerned.</li> </ul>	<p>Responsibility of providing reports is with appointed service provider Any follow-ups and action in respect of misuse by officials is with the DoJ&amp;CD and the NPA.</p> <p>Suspected fraud on the side of the service station is the responsibility of the appointed service provider.</p>
Driver abuse & negligence	<ul style="list-style-type: none"> <li>▪ Positive driver identification substantiated by reports supplied at daily by the appointed service provider to the DoJ&amp;CD and the NPA.</li> </ul>	Appointed service provider
	<ul style="list-style-type: none"> <li>▪ There should be a mechanism in place for recourse in the event of proven abuse, against either the driver or NPA, which may impact on the residual values taken by the appointed service provider.</li> </ul>	DoJ&CD and NPA

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<b>Risk</b>	<b>Description</b>	<b>Allocation</b>
	<ul style="list-style-type: none"> <li>Fines to be managed by appointed Service Provider and redirected to the driver responsible for the fine</li> <li>Where the fine is in any way connected to non-performance by the appointed Service Provider it would remain 100% their responsibility.</li> </ul>	Appointed service provider
Unauthorised use of vehicles	<ul style="list-style-type: none"> <li>Positive driver identification substantiated by reports must be supplied. No go zones and areas can be defined accordingly so that notifications can be sent to nominated people when vehicle enters defined zones. Vehicles can be set up to allow specific drivers, so if the driver is not authorised, then the vehicle will not start.</li> </ul>	To be managed by the appointed service provider but the final responsibility is with the DoJ&CD and the NPA.
Vehicles not available when required	<ul style="list-style-type: none"> <li>In the event of either late repairs or replacement of vehicles a substitute vehicle must be provided to the DoJ&amp;CD and the NPA</li> </ul>	To be managed by the appointed service provider
Short payments due to Damages/losses	<ul style="list-style-type: none"> <li>In the case of accident, theft, losses, mechanical breakdown and force majeure, it is the Service Provider's responsibility to replace / repair the vehicle or items at no extra cost to the DoJ&amp;CD and the NPA.</li> </ul>	To be managed by the appointed Service Provider

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## SECTION 7

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

Bidder's Signature/ initial: \_\_\_\_\_



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- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE  
**(Tick applicable box)**

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YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

#### 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

#### 8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

#### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....  
.....  
.....  
.....

#### 8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

Bidder's Signature/ initial: \_\_\_\_\_

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8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

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## SECTION 8

## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.1 Identity Number:.....

2.2 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.3 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....

2.4 Tax Reference Number: .....

2.5 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

- 2.7.1 If so, furnish the following particulars:

Bidder's Signature/ initial:\_\_\_\_\_



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Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution .....

Any other particulars:.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....  
.....

Bidder's Signature/ initial:\_\_\_\_\_

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.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....  
.....  
.....

### 3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

Bidder's Signature/ initial:\_\_\_\_\_

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## SECTION 9

SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

SBD 8

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT  
THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN  
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

## SECTION 10

## SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. Disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. Cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

## SECTION 11

## SBD 5

This document must be signed and submitted together with your bid

### THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US\$10 million.
  - or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
  - or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
  - or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr.Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394-2401 or e-mail at Elias@thedti.gov.za for further details about the programme.
- 4 PROCESS TO SATISFY THE NIP OBLIGATION**
- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
  - f. the contractor will implement the business plans; and
  - g. the contractor will submit bi-annual progress reports on approved plans to the DTI.
- 5.9 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number	Closing date:
Name of Bidder	
Postal Address	
Signature	Name (in print)
Date	



Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

## SECTION 12

### Confirmation

HAS A VALID ORIGINAL TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2) YES / NO  
 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED BY YOU YES / NO

### Declaration

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are fixed and valid for the stipulated period. I/We confirm the availability of the proposed team members/ and or services. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

**Signature of bidder:** \_\_\_\_\_

Date: \_\_\_\_\_

Are you duly authorized to commit the bidder: YES / NO

Capacity under which this bid is signed \_\_\_\_\_

### Domicilium

NPA chooses the following as its domicilium citandi et executandi for all purposes of and in connection with the final contract:

**NATIONAL PROSECUTING AUTHORITY , VGM BUILDING, WEAVID PARK, 123 WEST LAKE AVENUE, SILVERTON, PRETORIA**

The bidder must indicate its domicilium citandi et executandi for all purposes of and in connection with the final contract.

**Any discrepancies between the information supplied here and the other parts of the bid may result in your bid being disqualified.**

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

### SECTION 13

33. Bidders are required to indicate a total bid price based on the total requirements of the contract and including **all expenses** inclusive of VAT for the project.

Vehicle pricing schedule	Estimated Quantities	Lease payment per vehicle per month	Service and maintenance fee per vehicle per month	Total fee per vehicle per month	Total cost per month
	A	B	C	B+C	A* (B+C)
Light 1400cc sedan – Manual					
Light 1600cc sedan – Manual					
Light 1600cc sedan – Automatic					
Light 2.0cc sedan – Manual					
Light LDV Single Cab 4x2 – 1600 (Ordinary – Long Wheel Base) Including a canopy - Diesel only					
Light LDV Single Cab 4x2 - 2.0 (Ordinary – Long Wheel Base) Including a canopy - Diesel only					
Light LDV Double Cab 4x2 Including a canopy - Diesel only					
Light LDV Double Cab 4x4 Including a canopy Diesel only					
Mini-bus 22 seater 2000cc					
<b>TOTAL</b>					

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

#### Fuel Fund Administration Fee

1 (Unit price)	791 (Estimated number of vehicles x unit price)	Total cost (Unit price x 791 vehicles x 36 months)

#### 34. Summary of costs

DESCRIPTION	TOTAL PRICE FOR A PERIOD OF THREE (3) YEARS INCLUSIVE OF APPLICABLE TAXES
Total bid price	
Fuel fund administration fee	
<b>GRAND TOTAL PRICE (to be transferred to SBD 1)</b>	

#### Conditions applicable to the bidders pricing:

- Prices to be less or equal to the most recent RT57 schedule
- Vehicle price increase on additional schedules will be applicable to the capital cost of the vehicle only.
- All other costs will be fixed from beginning to end of the contract.
- The bidders must complete the pricing schedule (inclusive of any escalation and/or all costs deemed necessary as no additional costs will be admitted later on)
- The total amount indicated on the pricing schedule should be transferred to SBD 1 and will be utilised in calculating the points for price.
- NB: If there are any discrepancies in the pricing proposal, the NPA may reject the bid proposal based on the discrepancy.**
- All prices must be quoted in South African Rands and must be inclusive of all applicable taxes.

**NOTE: Bidders are required to complete the above pricing schedule in full and not part thereof. Failure to complete the pricing schedule will result in disqualification.**

#### Declaration

I/We have examined the information and conditions provided in pricing schedule. I/We confirm that the prices quoted in this bid are fixed and valid for the stipulated period.

Signature of bidder: \_\_\_\_\_

Date:

Bidder's Signature/ initial: \_\_\_\_\_

Bid No: NPA 26-17/18	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Description: Appointment of a service provider to provide fleet management services at the Department of Justice and Constitutional Development (DoJ&CD) and National Prosecuting Authority (NPA) for a period of three (3) years.	

**Section 14: Bidder’s Experience (At least two (2) signed references letters or more)**

NAME OF BIDDER: .....	BID NO.: <b>NPA 26-17/18</b>
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*[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in paragraph 30.2 of bid conditions. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]*

**The bidder must provide the following information: (a) Details of the bidder's current and past projects of similar required services set out for this bid**

Clients’ Name	contact person and contact details	Brief description of the service rendered	Project period (Start and End Dates)	Project cost